



**STEPHEN T. LANGER, ESQ.**  
LAW OFFICES

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June 3, 2005

By Fax

Albert S. Robinson, Esq.  
Grindle, Robinson, Goodhue & Frohn  
40 Grove Street  
Wellesley, MA 02482

Re: Linden Square Development Agreement

Dear Al:

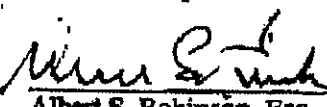
I have delivered to you herewith four (4) original counterparts of the Development Agreement (the "Agreement") between the Town of Wellesley and the three Eastern Development-related entities that together own the 18.4 acres of property described in the Agreement. As we have discussed, these Agreements are delivered to you in escrow, and shall not be deemed to be in effect for any purpose unless and until (i) the Wellesley Town Meeting has adopted the Article (as defined in the Agreement) and the same has been approved by the Attorney General's office; and (ii) the Agreement has been finally approved by Roche Bros. I will advise you if and when we receive the Roche Bros. approval. If either such condition is not met or waived, then the Agreements shall be null and void, and shall be returned to this office on request. I would suggest that a reference to this escrow be included if possible in any cover memo to Town Meeting Members.

Please countersign this letter in the space provided, and return a copy to me by fax at your soonest convenience. Thank you again for your ongoing assistance and cooperation.

Sincerely,

  
Stephen T. Langer

Escrow Accepted:

  
Albert S. Robinson, Esq.  
Town Counsel